

EXHIBIT H

Clint

AGREEMENT

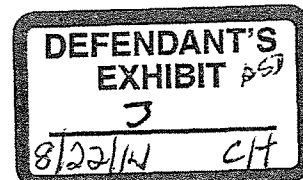
This agreement is entered into as of the 21 day of July, 2012, between 1400 Northside Drive, Inc., d/b/a "Swinging Richards" (referred to below as "the Club") and Clinton Jack Henderson (referred to below as "the Entertainer").

WHEREAS the Club operates an adult entertainment nightclub offering live entertainment, and

WHEREAS the Entertainer desires to appear and perform at the Club as a dancer,

NOW, THEREFORE, in consideration of the mutual promises contained herein as well as other good consideration and \$25.00 paid by the Club to the Entertainer, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:


1. **Permission to perform:** The Club will permit the Entertainer to perform at the Club in accordance with such rules and regulations as may be disseminated by the Club from time to time.
2. **Use of facilities:** The Club will, from time to time, designate the portion of the Club's facilities that the Entertainer may use for his performances.
3. **Cost of supplies:** The Entertainer will, at his own expense, purchase such supplies and costumes (including such supplies and costumes as may be identified by the Club) as are reasonably necessary for his performances.
4. **Source of compensation:** The Entertainer acknowledges that the Club will not be responsible for compensating him in any way for the performances which he presents at the Club and that his compensation will be provided directly by customers of the Club.
5. **Entertainer's responsibilities:** The Entertainer is responsible for:
 - a. Obtaining any and all necessary licenses and permits for his performances;
 - b. Filing any and all necessary tax returns and paying all taxes owed on his earnings;
 - c. Making such reports of hours worked and monies received as may be requested by the Club;
 - d. Obeying all applicable laws, rules and regulations (including those promulgated by the Club); and



- e. Coordinating his work schedule with other Entertainers so as to assure that the needs of the Club (as defined from time to time) are met.
6. **Nature of relationship:** The Entertainer acknowledges that he is an independent contractor:
- a. The Entertainer has no authority to bind the Club in any way or to incur any obligation (monetary or otherwise) on behalf of the Club and the Entertainer agrees that he will refrain from trying to do so;
 - b. The Entertainer will determine, consistent with the business operations of the Club and after consultation with other persons performing at the Club, his hours of work and work schedule;
 - c. The Entertainer will, consistent with the rules and regulations of the Club, provide at his own expense all supplies and costumes reasonably necessary for his performances.
7. **Termination:** This agreement may be terminated by either party at any time, with or without prior notice or cause. The provisions of paragraph 9, below, shall survive any termination of this agreement.
8. **Notices:** Notices and correspondence to and from the parties may be given either verbally or in writing (including electronic form).
9. **Covenant Not To Compete.**
- a. The Entertainer acknowledges that, in the course of performing at the Club:
 - i. He has performed and expects that he will, in the future, perform at the Club for customers who reside in, among other areas, Fulton County and DeKalb County, Georgia;
 - ii. He has honed and improved his skills as an entertainer and will do so in the future;
 - iii. He has acquired and enhanced (and will, in the future, further enhance) his reputation as an entertainer among those persons who patronize the Club.
 - b. The Entertainer acknowledges that there are customers of the Club who would switch their patronage from the Club to other adult entertainment establishments at which the Entertainer was performing in order to see the Entertainer's performances.

- c. The Entertainer agrees that, during the time that this agreement is in force and for 6 months thereafter, he will not perform at or be hired as an entertainer by any adult entertainment establishment which:
- i. offers fully nude entertainment and
 - ii. serves alcohol and
 - iii. is located in either Fulton County or DeKalb County, Georgia.

AGREED TO this 21 day of July, 2012
1400 NORTHSIDE DRIVE, INC.


by:

Clint
(referred to above as "the Entertainer")